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CLERK U.S. DISTRICT COURT DISTRICT OF ARIZONA	
BY	DEPUTY

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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA

23 UNITED STATES OF AMERICA,

24 Plaintiff,

25 vs.

26 RUDI R. VAFADARI, et al.,

27 Defendants.

1434  
CIVIL NO. 96-143 PEX EHC

28 CONSENT DECREE

112

1 **I. BACKGROUND**

2  
3 A. The United States of America ("United States"), on  
4 behalf of the Administrator of the United States Environmental  
5 Protection Agency ("EPA"), filed a complaint containing claims in  
6 its First Claim for Relief against Rudi R. Vafadari, individually  
7 and as trustee of the Vafco Trust; Vafco Trust; Sohrab Najmi;  
8 and Parvin Najmi (hereinafter "the Cost Defendants"); and Arden  
9 Properties, Inc. in Civil Action No. 96-1437 PHX EHC pursuant to *En*  
10 Section 107 of the Comprehensive Environmental Response,  
11 Compensation, Liability Act (hereinafter "CERCLA"), 42 U.S.C. §  
12 9607.

13 B. In its complaint the United States also asserted claims  
14 in its Second Claim for Relief against Rudi R. Vafadari seeking  
15 civil penalties pursuant to Section 104(e) of CERCLA, 42 U.S.C. §  
16 9604(e).

17 C. In its complaint, the United States also asserted claims  
18 in its Third Claim for Relief against Rudi R. Vafadari; the Vafco  
19 Trust; Donald Taylor Streets; Ruhiya Vafadari Streets; Steven C.  
20 Calrow; Tabandah V. Calrow; Arden Properties, Inc.; Rana Limited  
21 Partnership; and Ruwest, Inc., (hereinafter, "the Third Claim  
22 Defendants") seeking an order declaring certain transfers of real  
23 property to be fraudulent conveyances pursuant to the Federal  
24 Debt Collection Procedures Act of 1990, 28 U.S.C. §§ 3302-3307.

25 D. The complaint filed by the United States seeks, in the  
26 First Claim For Relief, to recover from the Cost Defendants costs  
27 incurred by the United States in connection with the release and  
28 threatened release of hazardous substances into the environment

1 at a subsite of the Indian Bend Wash South Area Superfund Site  
2 referred to as the Diversified Enterprises, Inc. Site, formerly  
3 doing business as DCE Circuits, which is composed of three  
4 parcels of real property located at 1300-1360 East Eighth Street,  
5 Tempe, Arizona (hereinafter "the Site").

6 E. The Defendants who are parties to this Consent Decree  
7 (hereinafter "the Defendants") do not admit to any liability with  
8 respect to any allegation of law or fact arising out of the  
9 transactions or occurrences alleged in Plaintiff's complaint.

10 F. Pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604,  
11 commencing on or about June 2, 1988, EPA conducted "removal" and  
12 "remedial" actions within the meaning of Section 101(23) and (24)  
13 of CERCLA, 42 U.S.C. § 9601(23) and (24), at the Site.

14 G. The parties entered into a consent decree, which was  
15 lodged with the Clerk of the Court on March 23, 1998 (the "First  
16 Consent Decree"). Under the First Consent Decree, the defendants  
17 were to pay \$328,500 in settlement of the cost recovery claim,  
18 and a civil penalty of \$10,000 in settlement of the claim for  
19 failure to submit timely and complete responses to the  
20 information requests.

21 H. On September 28, 1998 National Mortgage Co. sued Arden  
22 Properties, Inc. and other defendants in Arizona Superior Court.  
23 See National Mortgage Co. v. Vafadari, et al., No. CV98-17608  
24 (Az. Sup. Ct. filed Sept. 28, 1998.). On September 29, 1998,  
25 Arden Properties, Inc. filed a petition for bankruptcy under  
26 Chapter 11 of the Bankruptcy Code to stop collections of rent by  
27 National Mortgage. See In re Arden Properties, Inc., No. 98-  
28 12312-PHX-RGM (Bankr. D. Ariz.). Pursuant to Arden Properties,

1 Inc.'s confirmed plan of reorganization, Arden owes National  
2 Mortgage \$480,000 to be paid over fifteen years at 10.0% interest  
3 and owes the United States \$338,500 to be paid over 8 years.  
4 Arden has already paid \$53,000 of this amount, leaving \$285,500  
5 owing over the remaining 7 years. Due to Arden Properties'  
6 bankruptcy, the United States did not seek entry of the First  
7 Consent Decree, and the Court did not enter the First Consent  
8 Decree.

9 I. The purposes of this Consent Decree are to settle the  
10 plaintiff's claims against all defendants except Arden  
11 Properties, Inc. (the "Cost Defendants") and: 1) to provide for  
12 Cost Defendants' reimbursement of costs incurred by the United  
13 States in responding to contamination at the Site to the extent  
14 of the Cost Defendants' ability to pay; 2) to pay civil penalties  
15 pursuant to Section 104(e) of CERCLA, 42 U.S.C. § 9604(e); and 3)  
16 to provide for release of claims set forth in the Second and  
17 Third Claims for Relief of the Complaint.

18 J. The Parties recognize, and the Court by entering this  
19 Consent Decree finds, that this Consent Decree has been  
20 negotiated by the Parties in good faith, that implementation of  
21 this Consent Decree will avoid prolonged and complicated  
22 litigation between the Parties, and that this Consent Decree is  
23 fair, reasonable, and in the public interest.

24 THEREFORE, with the consent of the Parties to this Decree,  
25 it is ORDERED, ADJUDGED, AND DECREED:

## 26 II. JURISDICTION

27 1. This Court has jurisdiction over the subject matter of  
28 this action pursuant to 42 U.S.C. §§ 9607(a) and 9613(b), 28

1 U.S.C. §§ 1331, 1345 and 3306-3307. Solely for the purposes of  
2 this Consent Decree and the underlying complaint, the Defendants  
3 waive all objections and defenses that they may have to  
4 jurisdiction of the Court or to venue in this District and shall  
5 not challenge the entry of this Consent Decree or this Court's  
6 jurisdiction to enter and enforce this Consent Decree.

7 **III. PARTIES BOUND**

8 2. This Consent Decree is binding upon the United States  
9 and upon the Defendants and their successors and assigns. Any  
10 change in ownership or corporate or other legal status, including  
11 but not limited to any transfer of assets or real or personal  
12 property, shall in no way alter the status or responsibilities of  
13 the Defendants under this Consent Decree.

14 **IV. DEFINITIONS**

15 3. Unless otherwise expressly provided herein, terms used  
16 in this Consent Decree which are defined in CERCLA or in  
17 regulations promulgated under CERCLA shall have the meaning  
18 assigned to them in CERCLA or in such regulations. Whenever  
19 terms listed below are used in this Consent Decree or in any  
20 appendix attached hereto the following definitions shall apply:

21 a. "CERCLA" shall mean the Comprehensive Environmental  
22 Response, Compensation, and Liability Act of 1980, as amended, 42  
23 U.S.C. §§ 9601, et seq.

24 b. "Consent Decree" shall mean this Decree.

25 c. "Cost Defendants" shall mean Rudi R. Vafadari,  
26 individually and as trustee of the Vafco Trust; Vafco Trust;  
27 Sohrab Najmi; and Parvin Najmi, who are the named defendants in  
28 the First Claim for Relief of the Complaint.

1 d. "DOJ" shall mean the United States Department of  
2 Justice and any successor departments, agencies or  
3 instrumentalities of the United States.

4 e. "Interest," shall mean interest at the rate prevailing  
5 pursuant to 26 U.S.C. § 6621 at the time interest begins to run  
6 under any term of this Consent Decree.

7 f. "National Contingency Plan" shall mean the National Oil  
8 and Hazardous Substances Pollution Contingency Plan promulgated  
9 pursuant to Section 105 of CERCLA 42 U.S.C. § 9605, codified at  
10 40 C.F.R. Part 300, including but not limited to any amendments  
11 thereto.

12 g. "Parties" shall mean the United States, Rudi R.  
13 Vafadari, individually and as trustee of the Vafco Trust; Vafco  
14 Trust; Arden Properties, Inc.; Sohrab Najmi; Parvin Najmi; Donald  
15 Taylor Streets; Ruhiya Vafadari Streets; Steven C. Calrow;  
16 Tabandah V. Calrow; Arden Properties, Inc.; Rana Limited  
17 Partnership; and Ruwest, Inc.

18 h. "Response Costs" shall mean all costs, including, but  
19 not limited to, all prejudgment interest and indirect costs,  
20 whether incurred prior to or subsequent to the entry of this  
21 Consent Decree, incurred by the United States with regard to the  
22 Site.

23 i. "Site" shall mean the DCE Circuits Site at 1300-1360  
24 Eighth Street, consisting of three parcels of real property in  
25 Tempe, Arizona that are identified in the complaint in this  
26 action and at which disposal of hazardous substances occurred.

27 j. "Third Claim Defendants" shall mean Rudi R. Vafadari;  
28 Vafco Trust; Arden Properties, Inc.; Donald Taylor Streets;

1 Ruhiya Vafadari Streets; Steven C. Calrow; Tabandah V. Calrow;  
2 Arden Properties, Inc.; Rana Limited Partnership; and Ruwest,  
3 Inc., who are the named defendants in the Third Claim for Relief  
4 of the Complaint.

5 k. "United States" shall mean the United States of America  
6 and its agencies and instrumentalities.

7 l. "U.S. EPA" shall mean the United States Environmental  
8 Protection Agency.

9 m. "Vafadari Defendants" shall mean Rudi R. Vafadari,  
10 individually and as trustee of the Vafco Trust; Vafco Trust; and  
11 Arden Properties, Inc.

12 V. REIMBURSEMENT OF RESPONSE COSTS AND CIVIL PENALTY

13 4. Payments

14 Reimbursement of response costs to the United States  
15 Superfund shall be paid on the following terms:

16 a. Within thirty (30) days of the entry of this Consent  
17 Decree, Cost Defendants shall be jointly and severally obligated  
18 to pay the sum of three thousand dollars (\$3,000) to the United  
19 States; and three thousand dollars (\$3,000) per year for each of  
20 the subsequent four years on the anniversary of the first payment  
21 for a total of fifteen thousand dollars (\$15,000);

22 b. Payments pursuant to subparagraph a of this Paragraph  
23 shall be made by Electronic Funds Transfer ("EFT" or wire  
24 transfer) to the U.S. DOJ lockbox bank, referencing CERCLA Site  
25 ID Number 09Y1, AZD980695969 DOJ Number 90-11-2-413C, and the  
26 U.S.A.O. file number 9602074. Payment shall be made in  
27 accordance with instructions provided by the United States to  
28 Defendants upon execution of the Decree. Any EFTs received at

1 the U.S. DOJ lockbox bank after 11:00 A.M. (Eastern Time) will be  
2 credited on the next business day;

3 c. Within thirty (30) days of the entry of this Consent  
4 Decree, Rudi R. Vafadari shall pay a total civil penalty amount  
5 of five thousand dollars (\$5,000) in satisfaction of the claims  
6 of the United States in the Second Claim for Relief of its  
7 Complaint in which it seeks civil penalties pursuant to Section  
8 104(e)(5)(B) of CERCLA, 42 U.S.C. § 9604(e)(5)(B);

9 d. Payments pursuant to subparagraph c of this Paragraph  
10 shall be made by certified or cashiers check payable to  
11 "Treasurer, United States of America" and tendered to:

12 United States Attorney  
13 District of Arizona  
14 Financial Litigation Unit  
15 405 West Congress, Suite 4900  
16 Tucson, Arizona 85701-5041

17 e. The Defendants, have previously, during the period from  
18 approximately October 16, 1991 to July 12, 1993, made monthly  
19 payments in the total amount of \$10,500 as partial reimbursement  
20 of response costs incurred at the Site.

21 f. When any notice is provided by any Defendant pursuant  
22 to this paragraph, such notice shall be sent to U.S. EPA and DOJ  
23 as provided in Section XIII (Notices and Submissions) and to  
24 Brian Byrne, Regional Financial Management Officer, Environmental  
25 Protection Agency, Region IX, 75 Hawthorne Street, (Mail Code P-  
26 4-1), San Francisco, California 94105, that payment has been  
27 made. Notice shall include reference to U.S.A.O. File Number  
28



1 9602074, the EPA Region and CERCLA Site ID Number 0Y91,  
2 AZD980695969, and DOJ Case Number 90-11-2-413C.

3 **VI. LATE PAYMENTS**

4  
5 5. If the Cost Defendants fail to make complete and timely  
6 payment of any amounts owed by them pursuant to Paragraph 4, the  
7 defaulting Defendants shall also pay a stipulated penalty of two  
8 hundred dollars (\$200.00) per day that such payment is late.  
9 Interest shall accrue on the unpaid balance from the date it is  
10 owed through the date of collection.

11  
12 6. If the United States brings an action to enforce this  
13 Consent Decree, Cost Defendants shall reimburse the United States  
14 for all costs of such action, including but not limited to costs  
15 of attorney time.

16  
17  
18 **VII. COVENANT NOT TO SUE AND RESERVATIONS OF RIGHTS**

19 7. In consideration of the payments that will be made by  
20 the Cost Defendants under the terms of the Consent Decree, and  
21 except as specifically provided in Paragraphs 8, 9, and 11, the  
22 United States covenants not to sue or to take administrative  
23 action against Cost Defendants pursuant to Section 107(a) of  
24 CERCLA, 42 U.S.C. § 9607, relating to the Site. This covenant  
25 not to sue shall take effect upon the receipt by the United  
26 States of all payments required by Sections V and VI. This  
27  
28

1 covenant not to sue is conditioned upon the complete and  
2 satisfactory performance by Cost Defendants of their obligations  
3 under this Consent Decree. This covenant not to sue extends only  
4 to the Cost Defendants and does not extend to any other person.  
5

6 8. Notwithstanding any other provision of this Consent  
7 Decree, the United States reserves, and this Consent Decree is  
8 without prejudice to, the right to institute proceedings seeking  
9 to compel Cost Defendants (1) to perform further response actions  
10 relating to the Site or (2) to reimburse the United States for  
11 additional costs of response if: (i) conditions at the Site,  
12 previously unknown to the U.S. EPA are discovered, or (ii)  
13 information, previously unknown to U.S. EPA, is received, and  
14 these previously unknown conditions or information together with  
15 any other relevant information indicates that U.S. EPA's response  
16 actions are not protective of human health or the environment.  
17 Cost Defendants reserve their defenses in any such further  
18 proceedings.  
19  
20

21 9. For purposes of Paragraph 8, the information and the  
22 conditions known to U.S. EPA shall include only that information  
23 and those conditions, including information relating to ground  
24 water, set forth in the administrative records supporting  
25 response actions taken at the Site prior to the lodging of this  
26 Consent Decree, and any information or data generated or obtained  
27  
28

1 by U.S. EPA prior to the lodging of this Consent Decree and in  
2 connection with response actions at the Site or litigation of  
3 this case.

4  
5 10. The covenant not to sue set forth above does not  
6 pertain to any matters other than those expressly specified in  
7 Paragraph 7.

8 11. The United States reserves, and this Consent Decree  
9 shall be without prejudice to, all rights against the Cost  
10 Defendants with respect to all other matters, including without  
11 limitation any claims against the Cost Defendants under CERCLA  
12 for injunctive relief, for response costs, or for penalties or  
13 damages not covered by this Decree and, including, without  
14 limitation, the following:

15  
16 (a) claims based on a failure by the Cost Defendants to  
17 meet a requirement of this Consent Decree;

18  
19 (b) liability arising from the past, present, or future  
20 disposal, release, or threat of release of hazardous substances  
21 not relating to the Site;

22 (c) liability for damages for injury to, destruction of, or  
23 loss of natural resources and the costs of assessment thereof;

24 (d) claims for criminal liability;

25  
26 (e) claims arising from claims against the United States by  
27 any person or entity for damages, reimbursement, or compensation  
28

1 arising from or relating to Cost Defendant's actions under this  
2 Decree; and

3 (f) claims of the United States for interest on the  
4 foregoing.  
5

6 Cost Defendants reserve their defenses in any such further  
7 proceedings.

8 **VIII. COVENANTS BY COST DEFENDANTS**

9 12. Cost Defendants hereby covenant not to sue and agree  
10 not to assert any claims or causes of action against the United  
11 States with respect to the Site or this Consent Decree,  
12 including, but not limited to, any direct or indirect claim for  
13 reimbursement from the Hazardous Substance Superfund established  
14 pursuant to the Internal Revenue Code, 26 U.S.C. § 9507, through  
15 CERCLA Sections 106(b)(2), 107, 111, 112, or 113, or any other  
16 provision of law, any claim against the United States, pursuant  
17 to CERCLA Sections 107 and 113, 42 U.S.C. §§ 9607 and 9613,  
18 related to the Response Costs, or any claims arising out of  
19 response activities at the Site. Nothing in this Consent Decree  
20 shall be deemed to constitute preauthorization of a claim within  
21 the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40  
22 C.F.R. § 300.700(d).  
23  
24  
25

26 **IX. CONTRIBUTION PROTECTION**

27 13. Nothing in this Consent Decree shall be construed to  
28

1 create any rights in, or grant any cause of action to, any person  
2 not a party to this Consent Decree. Each of the Parties  
3 expressly reserves any and all rights (including, but not limited  
4 to, any right to contribution), defenses, claims, demands, and  
5 causes of action which each party may have with respect to any  
6 matter, transaction, or occurrence relating in any way to the  
7 Site against any person not a party hereto.

9 14. With regard to claims for contribution against the Cost  
10 Defendants for Response Costs, the Parties hereto agree that,  
11 upon receipt by U.S. EPA of the payments required by the Consent  
12 Decree, Cost Defendants are entitled to such protection from  
13 contribution actions or claims as is provided by CERCLA Section  
14 113(f)(2), 42 U.S.C. § 9613(f)(2), for "matters addressed" in  
15 this settlement. "Matters addressed" shall mean all costs  
16 incurred and to be incurred by the United States, or any other  
17 party in connection with the Site and all response action taken  
18 or to be taken in connection with the Site as of the date of  
19 entry of this Consent Decree.

22 15. Cost Defendants agree that with respect to any suit or  
23 claim for contribution brought by them for matters related to  
24 this Consent Decree, they will notify the United States in  
25 writing no later than sixty (60) days prior to the initiation of  
26 such suit or claim. Cost Defendants also agree that with respect  
27

1 to any suit or claim for contribution brought against them for  
2 matters related to this Consent Decree, they will notify in  
3 writing the United States within ten (10) days of service of the  
4 complaint on them. In addition, Cost Defendants shall notify the  
5 United States within ten (10) days of service or receipt of any  
6 Motion for Summary Judgment and within ten (10) days of receipt  
7 of any order from a court setting a case for trial for matters  
8 related to this Consent Decree.  
9

10 16. In any subsequent administrative or judicial proceeding  
11 initiated by the United States for injunctive relief, recovery of  
12 response costs, or other appropriate relief relating to the Site,  
13 Cost Defendants shall not assert, and may not maintain, any  
14 defense or claim based upon the principles of waiver, res  
15 judicata, collateral estoppel, issue preclusion, claim-splitting,  
16 or other defenses based upon any contention that the claims  
17 raised by the United States in the subsequent proceeding were or  
18 should have been brought in the instant case; provided, however,  
19 that nothing in this Paragraph affects the enforceability of the  
20 covenants not to sue set forth in Section VII.  
21  
22

23 **X. CERTIFICATIONS OF COST DEFENDANTS**

24 17. Certification with Respect to Provision of Information

25 a. Cost Defendants certify that, to the best of their  
26 knowledge and belief, they have provided U.S. EPA all information  
27  
28

1 currently in their possession, custody, or control, or in the  
2 possession, custody, or control of their officials, employees,  
3 contractors, or agents, which relates in any way to the  
4 ownership, operation, generation, treatment, composition,  
5 characteristics, transportation, or disposal of hazardous  
6 substances at or in connection with the Site, and that the  
7 information so provided accurately reflects Cost Defendants' best  
8 information about the kind and quantity of hazardous substances  
9 delivered to the Site or to another for transport to the Site.  
10 Cost Defendants further certify that they have provided to U.S.  
11 EPA a full and complete response to any U.S. EPA request for  
12 information pursuant to Section 104(e) of CERCLA, 42 U.S.C. §  
13 9604(e). If the Cost Defendants discover additional information  
14 or documents relating to the subjects identified above, Cost  
15 Defendants shall immediately notify U.S. EPA, and shall provide  
16 the information or documents to U.S. EPA.

20 b. Certification with Respect to Financial Information

21 The Parties recognize that the payments which the Cost  
22 Defendants are required to make pursuant to this Consent Decree  
23 reflect a compromise resulting from an assessment of the Cost  
24 Defendants' financial condition based upon information provided  
25 to the United States by the Cost Defendants. Cost Defendants  
26 hereby certify that they have fully and accurately responded to  
27

1 all requests for financial information propounded by the United  
2 States. In the event that Cost Defendants have failed to supply  
3 information that, if it had been supplied, would have produced a  
4 materially different assessment of Cost Defendants' financial  
5 condition, or if the information supplied by Cost Defendants is  
6 found to be false or misleading in a material respect, then the  
7 United States' covenants not to sue the Cost Defendants contained  
8 in Paragraph 7 of this Consent Decree shall be rendered null and  
9 void, and the United States may commence an action against the  
10 Cost Defendants to obtain additional reimbursement of response  
11 costs or injunctive relief.  
12  
13

14 **XI. RELEASE OF CLAIMS IN SECOND CLAIM FOR RELIEF**

15 18. Payment of the sums set forth as a civil penalty in the  
16 amount provided in Paragraph 4.c. of this Consent Decree, shall  
17 constitute full satisfaction of the claims of the United States  
18 against Rudi R. Vafadari described in the Second Claim For Relief  
19 stated in paragraphs 58 through 69 of the Complaint pursuant to  
20 Section 104(e) of CERCLA, 42 U.S.C. § 9604(e). Rudi R. Vafadari  
21 will pay his own costs, including attorneys fees with respect to  
22 the Second Claim for Relief.  
23  
24

25 **XII. RELEASE OF CLAIMS IN THIRD CLAIM FOR RELIEF**

26 19. Payment of the response costs in the amounts provided  
27 in Paragraphs 4.a. and e. shall constitute full satisfaction of  
28



1 the claims of the United States against the Third Claim  
2 Defendants described in the Third Claim for Relief stated in  
3 paragraphs 70 through 111 of the Complaint pursuant to Sections  
4 3302-3307 of the Federal Debt Collection Procedures Act, 28  
5 U.S.C. §§ 3302-3307. The Third Claim Defendants will pay their  
6 own costs, including attorneys fees.  
7

8  
9  
10 **XIII. NOTICES AND SUBMISSIONS**  
11

12 20. Whenever, under the terms of this Consent Decree,  
13 notice is required to be given or a document is required to be  
14 sent by one party to another, it shall be directed to the  
15 individuals at the addresses specified below, unless those  
16 individuals or their successors give notice of a change to the  
17 other Parties in writing. Written notice as specified herein  
18 shall constitute complete satisfaction of any written notice  
19 requirement of the Consent Decree with respect to the United  
20 States, EPA, and the Defendants, respectively.  
21

22 As to the United States:  
23

24 Chief, Environmental Enforcement Section  
25 Environment and Natural Resources Division  
26 U.S. Department of Justice  
27 P.O. Box 7611, Ben Franklin Station  
28 Washington, D.C. 20044  
Re: 90-11-2-413C

Director, Superfund Division

United States Environmental Protection Agency Region IX  
Mail Code SFD-1  
75 Hawthorne Street.  
San Francisco, California 94105

As to Defendants:

Richard Q. Nye  
2200 E. Camelback Road  
Suite 103  
Phoenix, Arizona 85016-3455

**XIV. RETENTION OF JURISDICTION**

21. This Court shall retain jurisdiction of this matter for the purpose of enforcing the terms of this Consent Decree.

**XV. EFFECTIVE DATE**

22. This Consent Decree shall become effective upon the date of its entry by this Court.

**XVI. PUBLIC COMMENT**

23. This Consent Decree shall be lodged with the Court for a period of thirty (30) days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. Defendants consent to the entry of this Consent Decree without further notice.

**XVII. SIGNATORIES**

24. Each of the Defendants and the representative of the United States Department of Justice certify that he or she is

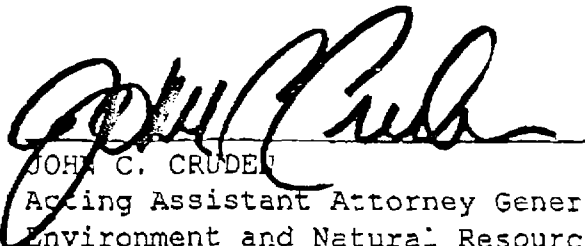
1 authorized to enter into the terms and conditions of this Consent  
2 Decree and to execute and bind legally such Party to this  
3 document.  
4

5 25. Defendants hereby agree not to oppose entry of this  
6 Consent Decree by this Court or to challenge any provision of  
7 this Consent Decree, unless the United States has notified  
8 Defendants in writing that it no longer supports entry of the  
9 Consent Decree. Upon approval and entry, this Consent Decree  
10 shall constitute a final judgment under Rules 54 and 58 of the  
11 Federal Rules of Civil Procedure.  
12

13 ENTERED THIS 5 DAY OF November,  
14 2001.

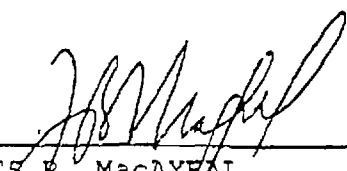
15 Earl H. Bunker  
16 United States District Judge  
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1 FOR THE UNITED STATES:

2  
3  
4   
JOHN C. CRUDEN

5 Acting Assistant Attorney General  
6 Environment and Natural Resources  
7 Division

8 United States Department of  
9 Justice

10   
JAMES R. MacAYEAL

11 Trial Attorney

12 Environmental Enforcement Section  
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20 United States Attorney

21 District of Arizona

22 SCOTT BALES Ariz. Bar No. 010147

23 Assistant United States Attorney

24 United States Courthouse

25 Room 4000

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27 Phoenix, Arizona 85025-0085

28 Telephone: (602) 514-7500


KEITH A. TAKATA

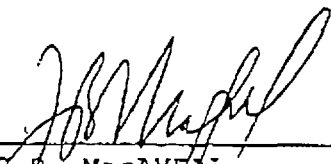
Director, Superfund Division

United States Environmental

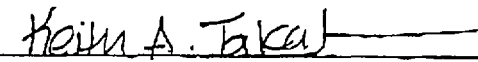
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 KEITH A. TAKATA  
 Director, Superfund Division  
 United States Environmental  
 Protection Agency, Region IX

1 The undersigned Settling Defendants hereby consent to the  
2 foregoing Consent Decree in United States v. Rudi R. Vafadari, et  
3 al., on behalf of:

4 Defendant VAFCO TRUST

5 Date: 6/1/01

6 By:

RUDI VAFADARI  
Name of Officer (Type)

Rudi Vafadari  
Signature of Officer

Trustee  
Title

11 Defendant, RANA LIMITED PARTNERSHIP

12 Date: 6/1/01

13 By:

RUHIA V. STREETS  
Name of Officer (Type)

Ruhia V. Streets  
Signature of Officer

President - Hiba Inc  
Title

18 Defendant, ROWEST, INC.

19 Date: 6/1/01

20 By:

RUDI VAFADARI  
Name of Officer (Type)

Rudi Vafadari  
Signature of Officer

PRESIDENT  
Title

1 The undersigned Defendants hereby consent to the foregoing  
2 Consent Decree in United States v. Rudi R. Vafadari, et al., on  
3 behalf of:

4 Defendant, RUDI R. VAFADARI

5 Date: 6/1/01

Rudi R. Vafadari

6  
7 Defendant, SOHRAB NAJMI

8  
9 Date: 6-7-01

Sohrab Najmi

10  
11  
12 Defendant, PARVIN NAJMI

13 Date: 6-7-01

Parvin Najmi

14  
15  
16  
17 Defendant, DONALD TAYLOR STREETS

18 Date: 6/1/01

Donald Taylor Streets

19  
20  
21 Defendant, RUHIYA VAFADARI STREETS

22 Date: 6/1/01

Ruhiya V. Streets

1  
2 The undersigned Defendants hereby consent to the foregoing  
3 Consent Decree in United States v. Rudi R. Vafadari, et al., on  
4 behalf of:

5 Defendant, STEVEN C. CALROW

6 Date: 6/1/01

7 Steven C Calrow

8  
9 Defendant, TABANDAH V. CALROW

10 Date: 6/1/01

11 Tabandah Calrow